

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/29/2017		2. CONTRACT NO. (If any) GS-00F-252CA		6. SHIP TO: a. NAME OF CONSIGNEE Dnise Kaalund, TOCOR	
3. ORDER NO. EP-G18H-01464		4. REQUISITION/REFERENCE NO. PR-OEI-17-00446			
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS US EPA Headquarters Office of Environmental Information 1200 Pennsylvania Avenue, N.W. WJC East Bldg, Room 3426B, MC 2842T	
				c. CITY Washington	e. ZIP CODE 20460
7. TO: (b)(4)				f. SHIP VIA	
a. NAME OF CONTRACTOR ABT ASSOCIATES INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 55 WHEELER ST				REFERENCE YOUR: Quote dated January 26, 2017 and as revised on September Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
d. CITY CAMBRIDGE		e. STATE MA	f. ZIP CODE 02138	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OCSPF OPPT	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 043397520 IMPLEMENTATION, DATA ANALYSIS, AND SUPPORT FOR TOXICS RELEASE INVENTORY (TRI) TOCOR: Dnise Kaalund(OEI) Telephone: 202-566-0612 Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$7,474,518.00
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						
c. CITY Durham				d. STATE NC	e. ZIP CODE 27711	\$7,474,518.00	17(i) GRAND TOTAL

22. UNITED STATES OF
AMERICA BY (Signature)

12/29/2017

ELECTRONIC
SIGNATURE

23. NAME (Typed)
Tanya Latson
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/29/2017	CONTRACT NO. GS-00F-252CA	ORDER NO. EP-G18H-01464
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Email: kaalund.dnise@epa.gov</p> <p>This order constitutes acceptance of the contractor's quote dated January 26, 2017, and as updated on September 21, 2017, generated in response to the RFQ and Performance Work Statement (PWS), which is hereby incorporated by reference.</p> <p>This order is hereby placed in accordance with the terms and conditions of GSA Schedule Contract Number GS-00F-252CA. TOCOR: Dnise Kaalund Max Expire Date: 06/28/2023 Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Accounting Info: 17-18-B-69H-401CD8-2505-TTDTZRZ-1769TRIX29-001 BFY: 17 EFY: 18 Fund: B Budget Org: 69H Program (PRC): 401CD8 Budget (BOC): 2505 Cost: TTDTZRZ DCN - Line ID: 1769TRIX29-001 Period of Performance: 12/29/2017 to 12/28/2022</p>					
00011	<p>BASE PERIOD - Labor Ceiling Price: \$1,342,496.00 Maximum Labor Hour Ceiling: 12,500 hours Effective Period of Performance: December 29, 2017 - December 28, 2018</p>				1,342,496.00	
00012	<p>BASE PERIOD - Other Direct Costs Not to Exceed Amount: (b)(4) Effective Period of Performance: December 29, 2017 - December 28, 2018</p> <p>Continued ...</p>				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,403,307.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/29/2017	CONTRACT NO. GS-00F-252CA	ORDER NO. EP-G18H-01464
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00021	OPTION PERIOD I - Labor Ceiling Price: \$1,386,812.00 Maximum Labor Hour Ceiling: 12,550 Effective Period of Performance: December 29, 2018 - December 28, 2019 The Government reserves the unilateral right to exercise this option period in accordance with the terms of this Task Order. (Option Line Item) 12/29/2018				1,386,812.00	
00022	OPTION PERIOD I - Other Direct Costs Not to Exceed Amount: (b)(4) Effective Period of Performance: December 29, 2018 - December 28, 2019 (Option Line Item) 12/29/2018				(b)(4)	
00031	OPTION PERIOD II - Labor Ceiling Price: \$1,432,586.00 Maximum Labor Hour Ceiling: 12,550 hours Effective Period of Performance: December 29, 2019 - December 28, 2020 The Government reserves the unilateral right to exercise this option period in accordance with the terms of this Task Order. (Option Line Item) 12/29/2019				1,432,586.00	
00032	OPTION PERIOD II - Other Direct Costs Not to Exceed Amount: (b)(4) Effective Period of Performance: December 29, 2019 - December 28, 2020 (Option Line Item) 12/29/2019				(b)(4)	
00041	OPTION PERIOD III - Labor Ceiling Price: \$1,479,862.00 Continued ...				1,479,862.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$4,420,882.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/29/2017	CONTRACT NO. GS-00F-252CA	ORDER NO. EP-G18H-01464
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Maximum Labor Hour Ceiling: 12,550 hours Effective Period of Performance: December 29, 2020 - December 28, 2021 The Government reserves the unilateral right to exercise this option period in accordance with the terms of this Task Order. (Option Line Item) 12/29/2020					
00042	OPTION PERIOD III - Other Direct Costs Not to Exceed Amount: (b)(4) Effective Period of Performance: December 29, 2020 - December 28, 2021 (Option Line Item) 12/29/2020				(b)(4)	
00051	OPTION PERIOD IV - Labor Ceiling Price: \$1,528,707.00 Maximum Labor Hour Ceiling: 12,550 hours Effective Period of Performance: December 29, 2021 - December 28, 2022 The Government reserves the unilateral right to exercise this option period in accordance with the terms of this Task Order. (Option Line Item) 12/29/2021				1,528,707.00	
00052	OPTION PERIOD IV - Other Direct Costs Not to Exceed Amount: (b)(4) Effective Period of Performance: December 29, 2021 - December 28, 2022 (Option Line Item) 12/29/2021 The obligated amount of award: \$225,000.00. The total for this award is shown in box 17(i).				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,650,329.00

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

I. TASK ORDER REQUIREMENTS

1. TECHNICAL REQUIREMENTS

EPA's requirements for Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI) are outlined in Attachment 1, Performance Work Statement. The Quality Assurance Surveillance Plan is contained in Attachment 2.

2. CEILING PRICE

This is a ceiling price order with a total limitation of Government liability equal to the current funding amount obligated for the respective Contract Line Item Numbers (CLINs) within the active effective period of performance.

The current ceiling price of this Task Order is **\$7,474,518.00**, inclusive of all CLINs for the effective period of performance of the Task Order set forth below:

The Task Order period ceilings applicable to this contract are set forth as follows:

Performance Period	Effective Period of Performance	Applicable CLIN(s)	Ceiling Price
Base Period	December 29, 2017 – December 28, 2018	CLIN 00011 for BASE PERIOD – Labor; CLIN 00012 for BASE PERIOD – Other Direct Costs	\$1,403,307.00
Option Period 1	December 29, 2018 – December 28, 2019	CLIN 00021 for OPTION PERIOD I – Labor; CLIN 00022 for OPTION PERIOD I – Other Direct Costs	\$1,447,623.00
Option Period 2	December 29, 2019 – December 28, 2020	CLIN 00031 for OPTION PERIOD II – Labor; CLIN 00032 for OPTION PERIOD II – Other Direct Costs	\$1,493,397.00
Option Period 3	December 29, 2020 – December 28, 2021	CLIN 00041 for OPTION PERIOD III – Labor; CLIN 00042 for OPTION PERIOD III – Other Direct Costs	\$1,540,674.00
Option Period 4	December 29, 2021 – December 28, 2022	CLIN 00051 for OPTION PERIOD IV – Labor; CLIN 00052 for OPTION PERIOD VI – Other Direct Costs	\$1,589,518.00

2. MAXIMUM QUANTITY OF HOURS

The maximum number of hours that may be ordered by contract line item number (CLIN) (i.e. performance period) under the Task Order is provided below:

CLIN	Description	Effective Period of Performance	Maximum Labor Hours
00011	BASE PERIOD – Labor	December 29, 2017 – December 28, 2018	12,500
00021	OPTION PERIOD 1 – Labor	December 29, 2018 – December 28, 2019	12,500

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

00031	OPTION PERIOD 2 – Labor	December 29, 2019 – December 28, 2020	12,500
00041	OPTION PERIOD 2 – Labor	December 29, 2020 – December 28, 2021	12,500
00051	OPTION PERIOD 2 – Labor	December 29, 2021 – December 28, 2022	12,500
Total			62,750

During performance, the Contractor may be permitted to adjust labor hours among the labor categories set forth in “Fixed Rates for Services” section herein, as long as the total cost to the Government is within the ceiling amount specified in the applicable CLIN, the adjustment approach is approved in advance in writing by the TOCOR, and the quality of service and deliverable is not adversely affected.

3. ORDERING AND AUTHORIZING WORK

Due to budget limitations, the Government reserves the right to order or not to order efforts described in the Performance Work Statement (PWS). Work will be authorized via the issuance of technical direction in accordance with EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) up to the funded amount of the CLIN ceiling. The Government reserves the unilateral right to order up to the Maximum Quantity of Hours set forth in the “Maximum Quantity of Hours” section herein within the stated Effective Period of Performance for each CLIN. A modification will be issued to add additional funds as funds become available.

4. FIXED RATES FOR SERVICES

The following fixed rates shall apply for labor authorized and delivered under this Task Order. The fixed rates are fully loaded, including all labor expenses, including cover all labor expenses, including direct labor costs, overtime, clerical labor, administrative labor, management labor, fringe benefits, overhead, general and administrative expenses, and profit. The fixed rates shall stay in effect for the duration of the performance period as identified below. Fixed rates shall be maximum hourly rates.

BASE PERIOD

Proposed Labor Category	GSA Schedule Contract Rate	Proposed Discount	Fixed Hourly Rate
Principal Environmental Specialist	(b)(4)		\$233.77/\$241.48
Senior Environmental Specialist			\$152.01/\$157.02
Environmental Specialist			\$126.37/\$130.54
Senior Environmental Analyst			107.74/\$111.29
Environmental Analyst			88.47/\$91.39
Associate Environmental Analyst			\$72.05/\$74.42
Environmental Research Assistant			\$67.74/\$69.98
Lead Environmental Programmer			\$173.94/\$179.68
Senior Environmental Programmer			\$113.44/\$117.18

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

Environmental Programmer		(b)(4)	\$105.62/\$109.10
Associate Environmental Programmer			\$72.82/\$75.23
Contract Administrator Specialist			\$137.05/\$141.58
Administrative Specialist			\$71.08/\$73.42

OPTION PERIOD 1

Proposed Labor Category		GSA Schedule Contract Rate	Proposed Discount	Fixed Hourly Rate
Principal Environmental Specialist		(b)(4)		\$241.48/\$249.45
Senior Environmental Specialist				\$157.02/\$162.21
Environmental Specialist				\$130.54/\$134.85
Senior Environmental Analyst				\$111.29/\$114.96
Environmental Analyst				\$91.39/\$94.41
Associate Environmental Analyst				\$74.42/\$76.88
Environmental Research Assistant				\$69.98/\$72.29
Lead Environmental Programmer				\$179.68/\$185.61
Senior Environmental Programmer				\$117.18/\$121.70
Environmental Programmer				\$109.10/\$112.70
Associate Environmental Programmer				\$75.23/\$77.71
Contract Administrator Specialist				\$141.58/\$146.25
Administrative Specialist				\$73.42/\$75.84

OPTION PERIOD 2

Proposed Labor Category		GSA Schedule Contract Rate	Proposed Discount	Fixed Hourly Rate
Principal Environmental Specialist		(b)(4)		\$249.45/\$257.68
Senior Environmental Specialist				\$162.21/\$167.56
Environmental Specialist				\$134.85/\$139.30
Senior Environmental Analyst				\$114.96/\$118.75
Environmental Analyst				\$94.41/\$97.53
Associate Environmental Analyst				\$76.88/\$79.42
Environmental Research Assistant				\$72.29/\$74.67
Lead Environmental Programmer				\$185.61/\$191.73
Senior Environmental Programmer				\$121.05/\$125.05
Environmental Programmer				\$112.70/\$116.42
Associate Environmental Programmer				\$77.71/\$80.28
Contract Administrator Specialist				\$146.25/\$151.07
Administrative Specialist				\$75.84/\$78.35

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

OPTION PERIOD 3

Proposed Labor Category		GSA Schedule Contract Rate	Proposed Discount	Fixed Hourly Rate
Principal Environmental Specialist		(b)(4)		\$257.68/\$266.18
Senior Environmental Specialist				\$167.56/\$173.09
Environmental Specialist				\$139.30/\$143.90
Senior Environmental Analyst				\$118.75/\$122.67
Environmental Analyst				\$97.53/\$100.75
Associate Environmental Analyst				\$79.42/\$82.04
Environmental Research Assistant				\$74.67/\$77.13
Lead Environmental Programmer				\$191.73/\$198.06
Senior Environmental Programmer				\$125.05/\$129.18
Environmental Programmer				\$116.42/\$120.26
Associate Environmental Programmer				\$80.28/\$82.93
Contract Administrator Specialist				\$151.07/\$156.06
Administrative Specialist				\$78.35/\$80.93

OPTION PERIOD 4

Proposed Labor Category		GSA Schedule Contract Rate	Proposed Discount	Fixed Hourly Rate
Principal Environmental Specialist		(b)(4)		\$266.18/\$274.97
Senior Environmental Specialist				\$173.09/\$178.80
Environmental Specialist				\$143.90/\$148.65
Senior Environmental Analyst				\$122.67/\$126.72
Environmental Analyst				\$100.75/\$104.07
Associate Environmental Analyst				\$82.04/\$84.74
Environmental Research Assistant				\$77.13/\$79.69
Lead Environmental Programmer				\$198.06/\$204.59
Senior Environmental Programmer				\$129.18/\$133.44
Environmental Programmer				\$120.26/\$124.23
Associate Environmental Programmer				\$82.93/\$85.66
Contract Administrator Specialist				\$156.06/\$161.21
Administrative Specialist				\$80.93/\$83.60

E1 NEW PSS RATES GOING INTO EFFECT 11 AUGUST OF EACH YEAR.

1 Note Rates Change each August 11 of each year

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

5. OTHER DIRECT COSTS

Other Direct Costs (ODCs) authorized for this Task Order are included in the appropriate CLIN for each effective period of performance of this Task Order, as set forth below:

CLIN	Description	Effective Period of Performance	Not to Exceed Ceiling
00012	BASE PERIOD – Other Direct Costs	December 29, 2017 – December 28, 2018	(b)(4)
00022	OPTION PERIOD I – Other Direct Costs	December 29, 2018 – December 28, 2019	
00032	OPTION PERIOD II – Other Direct Costs	December 29, 2019 – December 28, 2020	
00042	OPTION PERIOD III – Other Direct Costs	December 29, 2020 – December 28, 2021	
00052	OPTION PERIOD IV – Other Direct Costs	December 29, 2021 – December 28, 2022	

Publications, Purchased Services (graphics, creative), Workshops/Events, and Travel, are considered ODCs under this Task Order.

ODC requirements exceeding the micro-purchase threshold of \$3,500, when combined for any period under this Task Order, are not authorized unless they are on the Contractor's GSA Federal Supply Schedule or unless the Contracting Officer has expressly authorized them in writing by modification to this Task Order.

6. INVOICES

(a) Content: Invoices shall be prepared containing the information outlined in FAR 52.212-4(g). With regard to invoicing for CLINs 00011, 00021, 00031, 00041, and 00051, invoices shall reflect the actual hours incurred multiplied by the applicable fixed hourly rate contained in the "Fixed Rates for Services" section herein.

(b) Submission Instructions: Details on how to submit electronic invoices can be found at: <http://www2.epa.gov/financial/contracts>.

(c) Copies: Three (3) copies of the invoice shall be distributed as follows: one (1) copy, via email, to the TOCOR identified in local clause "EPA-G-42-101 Contract Administration Representatives" herein; one (1) copy, via email, to the Administrative Contracting Officer, identified in local clause "EPA-G-42-101 Contract Administration Representatives" herein; and one (1) copy to the invoice office as outlined in the submission instructions above.

7. PAYMENTS

Payment shall be made based on successful completion, inspection, and acceptance of the required services and/or supplies set forth in the Task Order and in accordance with FAR 52.212-4, Alternate I paragraph (i) and the following payment schedule:

CLIN	Description	Payment Amount	Payment
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ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

			Schedule
00011	BASE PERIOD – Labor	Amount requested in the invoice in compliance with FAR 52.212-4, Alternate I paragraph (i)(1)(i) for Hourly Rates, up to the current funding amount obligated for the respective CLIN	Maximum of one (1) per month
00021	OPTION PERIOD I – Labor		
00031	OPTION PERIOD II – Labor		
00041	OPTION PERIOD III – Labor		
00051	OPTION PERIOD IV – Labor		
00012	BASE PERIOD – Other Direct Costs	Amount requested in the invoice in compliance with FAR 52.212-4, Alternate I paragraph (i)(1)(i) for Materials	Maximum of one (1) per month
00022	OPTION PERIOD I – Other Direct Costs		
00032	OPTION PERIOD II – Other Direct Costs		
00042	OPTION PERIOD III – Other Direct Costs		
00052	OPTION PERIOD IV – Other Direct Costs		

8. TAX

The Federal Government is exempted from paying state and local taxes. The tax-exempt number is 52-085-2695.

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

II. CLAUSES

SECTION A – FEDERAL ACQUISITION REGULATION

The terms and conditions of the Contractor's GSA Federal Supply Schedule Contract **GS-00F-252CA**, including all applicable Federal Acquisition Regulation (FAR) clauses, apply to this Task Order, as appropriate, unless indicated otherwise herein.

The clauses included herein are those in effect through Federal Acquisition Circular FAC 2005-96, effective November 6, 2017.

A-1 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

A-2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS. COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (JAN 2017)

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may.

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to.

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause.

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are.

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means.

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract

ADDENDUM TO GSA SCHEDULE CONTRACT

Implementation, Data Analysis, and Support for Toxics Release Inventory (TRI)

including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include.

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer. System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer. Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by

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individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the.

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor.

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall.

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Publications, Purchased Services (graphics, creative), Workshops/Events, and Travel.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **General & Administrative (G&A) costs at a rate of 18.83% for all years at a maximum amount of \$9,636.25 per period of performance.**

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate

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payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment.

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost.

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall.

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the.

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

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(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if.

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on.

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

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(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly

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executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

A-3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

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Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

A-4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration of the contract.

A-5 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987)

A-6 FAR 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

A-7 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

A-8 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browsefar>

Environmental Protection Agency Acquisition Regulation (EPAAR): https://www.ecfr.gov/cgi-bin/text-idx?SID=48d3b9657452d9353eca5505a4f7ee62&mc=true&tpl=/ecfrbrowse/Title48/48cfr1552main_02.tpl

Refer to Section B – Environmental Protection Agency Acquisition Regulation for the EPAAR clauses.

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SECTION B – ENVIRONMENTAL PROTECTION AGENCY ACQUISITION REGULATION

B-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (JUL 2016)

B-2 EPAAR 1552.208-70 PRINTING (SEP 2012)

B-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 1994) (ALTERNATE I) (SEP 1998)

B-4 EPAAR 1552.209-75 ANNUAL CERTIFICATION (MAY 1994)

B-5 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 1 (Performance Work Statement). Each report shall cite the Task order number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

B-6 EPAAR 1552.211-72 MONTHLY PROGRESS REPORTS (JUN 1996)

(a) The Contractor shall furnish **two (2)** copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(3) Labor hours.

(g) The reports shall be submitted to the following addresses on or before the ___ of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	Task Order Contracting Officer Representative	Email address specified in Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES
1	Contracting Officer	Email address specified in Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

B-7 EPAAR 1552.211-75 WORKING FILES (APR 1984)

B-8 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JUL 2016)

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B-9 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT – TIME AND MATERIALS OR LABOR HOUR CONTRACT (APR 1984)

(a) The Government has the option to extend the effective period of this contract for four (4) additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the “Ceiling Price” clause will be modified to reflect a new and separate ceiling price of **\$1,447,623.00** for the first option period (inclusive of labor and ODCs) and a new and separate ceiling price of **\$1,493,397.00** for the second option period (inclusive of labor and ODCs), **\$1,540,674.00** for the third option period (inclusive of labor and ODCs), and **\$1,589,518.00** for the fourth option period (inclusive of labor and ODCs).

(c) The “Effective Period of the Contract” clause will be modified to cover a base period from **December 29, 2017 to December 28, 2018** and option periods from **December 29, 2018 to December 28, 2019 (Option Period 1); December 29, 2019 to December 28, 2020 (Option Period 2); December 29, 2020 to December 28, 2021 (Option Period 3); and December 29, 2021 to December 28, 2022 (Option Period 4).**

B-10 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

B-11 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

TITLE	NAME
Project Manager	(b)(4)
Deputy Project Manager	
Human Health and Ecological Toxicologist	
Economist	
Chemist	
Chemical Engineer	
Computer Programmer	

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by

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the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

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SECTION C – LOCAL AND CUSTOM CLAUSES

C-1 Local Clause EPA-B-31-101 OTHER DIRECT COSTS

(a) Other Direct Costs (ODC) in the amounts listed below shall be included as a total maximum dollar value for each period of performance of the task order. These amounts are maximum ceiling dollar amounts that the Contractor shall not exceed. These amounts are not guaranteed but are the maximum dollar ceilings for each year of the period of performance. ODC's are specific to each period of performance and do not carry over into following periods of performance. ODCs in excess of the following are not allowable as a charge to this contract without prior written approval of the Contracting Officer:

Category	Annual Not to Exceed Ceiling
Publications	\$1,000.00
Purchased Services (graphics, creative)	\$3,000.00
Workshops/Events	\$41,000.00
Travel	\$6,175.00

(b) When the TOCOR or Contracting Officer notifies the Contractor of an EPA requirement, the Contractor shall submit all requests, in writing, for ODC items to the Contracting Officer for approval (with the exception of Travel, which may be approved, in writing, by the TOCOR) before the ODC item is procured, unless otherwise authorized by the Contracting Officer. All requests for long distance travel and Contractor training shall be in accordance with the Approval of Contractor Travel and Approval of Contractor Training clauses herein. The Contractor shall not incur any costs for an ODC prior to receiving the Contracting Officer's (or in the case of Travel, the TOCOR's) written approval of the Contractor's request.

(c) Any costs that the Contractor incurs prior to receiving the Contracting Officer's (or in the case of Travel, the TOCOR's) written (i.e. e-mail) approval can be disallowed by the Contracting Officer.

(d) For cost efficiencies, the Contracting Officer (or if delegated, the TOCOR) shall determine with the Contractor whether meetings can be held via telephone conference call, video conference call or in person, prior to any meeting between the Contractor and Government personnel, including the Contractor's subcontractor personnel (if applicable).

(e) The Contractor shall be allowed to apply only its G&A indirect rate to ODCs, and the Contractor shall not apply any other fees or rates unless expressly authorized by the Contracting Officer in the task order.

(f) ODCs are items which are allowable and allocable direct costs to the task order for which EPA may reimburse the Contractor. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below. Equipment is considered to be "facilities" for the purpose of Part 45 of the Federal Acquisition Regulation and, with certain exceptions, may not be reimbursed as a direct charge to the contract.

(g) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.

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C-2 Local Clause EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. The following contract line items are severable and may be incrementally funded:

CLIN	Description
00011	BASE PERIOD – Labor
00021	OPTION PERIOD 1 – Labor
00031	OPTION PERIOD 2 – Labor
00041	OPTION PERIOD 2 – Labor
00051	OPTION PERIOD 2 – Labor

For these items, the obligated amount indicated below of the total price is presently available for payment and allotted to this task order for the following contract line items:

CLIN	Description	Total Price	Obligated Amount
00011	BASE PERIOD – Labor	\$1,342,496.00	\$164,189.00
00021	OPTION PERIOD 1 – Labor	\$1,386,812.00	\$0.00
00031	OPTION PERIOD 2 – Labor	\$1,432,586.00	\$0.00
00041	OPTION PERIOD 2 – Labor	\$1,479,863.00	\$0.00
00051	OPTION PERIOD 2 – Labor	\$1,528,707.00	\$0.00

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 30 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the

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funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this task order in accordance with the following schedule:

BASE PERIOD

CLIN No.	00011		
CLIN Description:	BASE PERIOD – Labor		
Effective Period of Performance:	December 29, 2017 – December 28, 2018		
	Prior Amount	This Action	New Amount
Total Ceiling Amount	\$0.00	\$1,342,496.00	\$1,342,496.00
Funded Amount	\$0.00	\$164,189.00	\$164,189.00
Amount to Fully Fund Ceiling Amount	\$0.00	\$1,178,307.00	\$1,178,307.00

OPTION PERIOD 1

CLIN No.	00021		
CLIN Description:	OPTION PERIOD I – Labor		
Effective Period of Performance:	December 29, 2018 – December 28, 2019		
	Prior Amount	This Action	New Amount
Total Ceiling Amount	\$0.00	\$0.00	\$0.00
Funded Amount	\$0.00	\$0.00	\$0.00
Amount to Fully Fund Ceiling Amount	\$0.00	\$0.00	\$0.00

OPTION PERIOD 2

CLIN No.	00021		
CLIN Description:	OPTION PERIOD II – Labor		

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Effective Period of Performance:	December 29, 2019 – December 28, 2020		
	Prior Amount	This Action	New Amount
Total Ceiling Amount	\$0.00	\$0.00	\$0.00
Funded Amount	\$0.00	\$0.00	\$0.00
Amount to Fully Fund Ceiling Amount	\$0.00	\$0.00	\$0.00

OPTION PERIOD 3

CLIN No.	00031		
CLIN Description:	OPTION PERIOD III – Labor		
Effective Period of Performance:	December 29, 2020 – December 28, 2021		
	Prior Amount	This Action	New Amount
Total Ceiling Amount	\$0.00	\$0.00	\$0.00
Funded Amount	\$0.00	\$0.00	\$0.00
Amount to Fully Fund Ceiling Amount	\$0.00	\$0.00	\$0.00

OPTION PERIOD 4

CLIN No.	00041		
CLIN Description:	OPTION PERIOD IV – Labor		
Effective Period of Performance:	December 29, 2021 – December 28, 2022		
	Prior Amount	This Action	New Amount
Total Ceiling Amount	\$0.00	\$0.00	\$0.00
Funded Amount	\$0.00	\$0.00	\$0.00
Amount to Fully Fund Ceiling Amount	\$0.00	\$0.00	\$0.00

C-3 Local Clause EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT /SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the scope of work/specifications included in Attachment 1, Performance Work Statement (PWS). The Contractor shall perform work under this task order only as directed in the tasks detailed in the PWS.

C-4 Local Clause EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL QUOTE

Section 1 – Technical Approach, Section 3 – Management Approach, Section 4 – Staffing Approach, Appendix B – Resumes, and all Exhibits of the Contractor's technical quote entitled, "Implementation, Data Analysis, and Support for the Toxics Release Inventory (TRI) for the Office of Pollution Prevention and Toxics," dated January 26, 2017 is/are incorporated by reference and made a part of this task order.

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In the event of any inconsistency between the clauses of this task order and the Contractor's technical quote, the contract clauses take precedence.

C-5 Local Clause EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its Quality Management Plan (Appendix A of the technical quote), dated January 26, 2017, which is incorporated by reference.

C-6 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Administrative Contracting Officer:

Tanya Latson
Office: (202) 564-1651
Email: latson.tanya@epa.gov

Contract Specialist:

None

Task Order Contracting Officer Representative (TOCOR):

Dnise Kaalund
Office: (202) 566-0612
Email: kaalund.dnise@epa.gov

Alternate TOCOR:

None

The TOCOR(s) named above is/are the primary representative of the Contracting Officer. An alternate or other TOCOR may be designated and if so, shall be approved by the Contracting Officer and named through a modification to this order. As such, the TOCOR and/or Alternate TOCOR(s) shall: (1) only provide information of a general nature necessary in performance of this order, (2) be responsible for inspection and acceptance of the services for the certification of the invoices, (3) NOT issue any technical direction which changes or modifies the scope of work or alters the period of performance.

C-7 Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor. When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

C-8 Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that

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it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

C-9 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

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17. The actual preparation of an office's official budget request.

C-10 Local Clauses EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is 'yes', describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts of interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

C-11 Local Clauses EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services

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that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

C-12 Local Clauses EPA-H-27-101 DATA

- (a) Upon receipt of all data provided to the Government by the contractor under this paragraph, the Government shall acknowledge in writing to the contractor the receipt of all confidential or other data.
- (b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the contractor under the contract clause entitled "Additional Data Requirements," the contractor may, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.
- (c) The Contractor may be required to turn over or provide to the Government any of the following:
 - 1. Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General." Such financial, cost or pricing data does not refer to site-specific cost records which are necessary to substantiate cost recovery actions.
 - 2. Contractual agreements for supplies or services. (This exclusion does not apply to: 1) data resulting from such services, or 2) subcontracts issued in order to support site activity which are reimbursed through this contract.)
 - 3. Contractor and personnel performance ratings and evaluations.
 - 4. Data previously developed by parties other than the contractor which was acquired independently of this contract, or acquired by the contractor prior to this contract under conditions restricting the contractor's right to such data. (d) The contractor shall deliver to the OSC, within ninety (90) calendar days after the completion of the task order period of performance, all site-related data including, but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, photographs, and other site-specific documents which are necessary to substantiate cost recovery actions.

C-13 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

C-14 Local Clauses EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

- (a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the task order that does not involve an overnight stay.

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(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the TOCOR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this task order only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the task order PWS. The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the TOCOR specifically approves the travel proposed for a particular task (apart from approval of the remainder of the task see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this task order. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the PWS.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the TOCOR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

- (1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
- (2) Description of circumstances necessitating the travel. Identify the task(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the PWS.
- (3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the TOCOR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

C-15 EPA-H-31-105 APPROVAL OF CONTRACTOR TRAINING

(a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the task order PWS. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The Contractor shall provide documentation of such training upon to the Contracting Officer and TOCOR in the Contractor's Monthly Progress Reports as a separate, clearly identified item.

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(b) The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal task order requirements or to obtain and sustain an appropriate level of professionalism. The Government will only consider reimbursement of any direct charges for training if the Contractor complies with the procedures set forth in paragraph (c) below.

(c) The Government may determine to reimburse the direct cost of training only when the Government determines that to do so is in the best interests of the Government associated with a requirement that represents a unique Government need unrecognized at the time of task order award. When such circumstances occur, the Contractor shall secure the Contracting Officer's prior written approval by submitting a written request to the CO and COR that includes, at a minimum the following information:

(1) Individual to be trained (identify position and job duties under task order).

(2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify the section of the PWS that will benefit from training and describe in detail how the training relates to the PWS and job duties under the task order.)

(3) Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.)

(d) The Contracting Officer will provide the Contractor with written approval or disapproval of the Contractor's request. Approval of the Contractor's submission in response to the request that includes training as an additional cost shall not be construed to mean the training is approved; i.e., the Contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approves it in accordance with this clause.

(e) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.

(f) Contracting Officer approval is not required for mandatory EPA training such as EPA's Annual Security Training, etc. These training events must be taken, tracked, and reported on as requested by the TOCOR and/or Contracting Officer.

C-16 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply: EPA meetings shall be held in Federal facilities whenever available. The TOCOR will determine and advise the contractor as to the availability of Federal facilities. The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract.

C-17 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at

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<https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

C-18 Local Clauses EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term 'Federal holidays' as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1 - New Year's Day
January - Monday - Martin Luther King Day
February - Third Monday - Washington's Birthday
May - Last Monday - Memorial Day
July 4 - Independence Day
September - First Monday - Labor Day
October - Second Monday - Columbus Day
November 11 - Veterans Day
November - Fourth Thursday - Thanksgiving Day
December 25 - Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

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(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:
 $365 \text{ calendar days/year} - 10 \text{ Federal holidays} - 104 \text{ Saturdays/Sundays} = 251 \text{ days/12 months}$
 $= 20.92 \text{ days/month, rounded up to 21 days/month}$)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

C-19 Local Clauses 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled Organizational Conflicts of Interest, the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

QUALITY ASSURANCE SURVEILLANCE PLAN

Implementation, Data, Analysis, and Support for Toxics Release Inventory (TRI)

Performance Objective	Measureable Performance Standard	Acceptable Quality Level	Method of Surveillance	Incentive/ Disincentives
MANAGEMENT AND COMMUNICATION: The contractor shall maintain contact with the EPA COR throughout the performance of the contract.	Contractor shall immediately bring potential problems to the appropriate EPA CO or EPA COR and shall recommend actions that would mitigate or resolve the problem.	Issues that impact project schedules and costs shall be brought to the attention of the EPA within 3-days of occurrence.	All active task orders will be reviewed and evaluated by the EPA to identify unreported issues	<p>Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Technical Approach, Proposed Staffing and Management Approach or Past Performance in the Evaluation Criteria.</p> <p>In addition, the Government may withhold fee payments associated with that segment of the work.</p>
TIMELINESS: For every Task Order awarded establishing a firm, specific delivery date for the generation of a report, the contractor shall deliver such report to the COR no later than the time specified in the order's PWS.	Deliverables and related work must comply with contractual timeliness requirements. The contractor will be evaluated on its responsiveness to all task orders.	90% of all deliverables and related work shall be completed on time within task schedule and/or tech. direction requirements.	100% inspection of all deliverables and related work by the EPA; COR will document the timeliness of all work requirements.	<p>Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Technical Approach, Proposed Staffing and Management Approach or Past Performance in the Evaluation Criteria.</p> <p>In addition, the Government may withhold fee payments associated with that segment of the work.</p>

QUALITY ASSURANCE SURVEILLANCE PLAN

Implementation, Data, Analysis, and Support for Toxics Release Inventory (TRI)

<p>COST MANAGEMENT AND CONTROL: For every performance based Task Order awarded, the contractor shall assign appropriate levels and skilled personnel; practice and encourage time management; and ensure accurate and appropriate cost controls and reporting.</p>	<p>The contractor shall demonstrate a high level of productivity and efficiency in maintaining costs.</p>	<p>Failure to manage and control costs cannot result in an overrun of more than 5% of the total estimated costs of each cost and time-and-material task order.</p>	<p>Active performance-based type task orders' costs will be reviewed by the COR on a monthly basis using meetings, monthly progress reports, milestones established for each deliverable and vouchers to compare actual versus projected expenditures.</p>	<p>Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Technical Approach, Proposed Staffing and Management Approach or Past Performance in the Evaluation Criteria.</p> <p>In addition, the Government may withhold fee payments associated with that segment of the work.</p>
<p>TECHNICAL QUALITY: For every task order awarded, the analyses conducted by the contractor shall be factual, defensible, credible, and based on sound scientific methods. All data, including secondary data, shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with the agency requirements outlined in the task orders.</p>	<p>All analyses and/or deliverables and related work must be complete, factual, accurate, thorough, professionally credible, and based on sound science and engineering.</p>	<p>Data are 100% accurate; review demonstrates a high level of expertise and credibility with regard to personnel and use of scientific methodology. Projects shall be conducted in strict conformance with approved project and QA plans. Outputs shall withstand internal review by the US EPA and outside scientific reviewers.</p>	<p>EPA will conduct reviews of Contractor's work and evaluations based on a sampling of internal and external customers. EPA may opt to peer review analyses to further consider and validate merit.</p>	<p>Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Technical Approach, Proposed Staffing and Management Approach or Past Performance in the Evaluation Criteria.</p> <p>In addition, the Government may withhold fee payments associated with that segment of the work.</p>

PERFORMANCE WORK STATEMENT

Implementation, Data, Analysis, and Support for Toxics Release Inventory (TRI)

BACKGROUND

Under the Emergency Planning and Community Right to Know Act, the Toxics Release Inventory (TRI) program authorized under Section 313 requires subject facilities to submit data annually on toxic chemical use and management. This information is organized into a database by EPA and is currently made available to the public through the TRI website in spreadsheets, in a variety of access and analysis tools, and in the TRI National Analysis. TRI access and analysis tools make TRI data more accessible for the public and EPA employees. Using the tools one can conduct their own analyses on a variety of geographic areas, chemicals, industry sectors, etc.

In addition to providing the public analyses, the EPA's TRI Program does internal analyses to provide EPA employees with information about how the program affects facilities and the public. Because TRI data submission results in industry burden, this burden is estimated by EPA using an Office of Management and Budget (OMB) approved method of analysis. This method reflects the total time required by facilities to complete activities such as rule familiarization, compliance determination, form completion, record keeping/mailling, and supplier notification. Additionally, EPA would like to have information about how TRI information reaches the public and how it is used by the public so that EPA can make its data and analyses more accessible and useful. TRI audiences are showing an increased interest in identifying the various uses of TRI data to include Parent Company data. Parent Company and other TRI data are used by many organizations inside and outside of EPA. The TRI Program needs to identify and analyze all usages of TRI data including the use of parent company names and affiliations. Through analysis and better understanding of the broad range of uses of TRI data by individuals and organizations, the Program can improve its efforts at data quality, facility identification and identify ways to further improve the use of TRI data.

The contractor shall provide support to the Environmental Protection Agency's TRI Program. In particular, the contractor shall provide support for the following tasks:

1. Analyses and Support involving TRI Data and Other Data
2. Enhancement of the Quality of TRI Data and Data Use
3. TRI Regulatory Development Activities and Related Efforts
4. Economic Analyses and Related Support for Regulations
5. Development of TRI Reporting Forms and Instructions (RFI) and TRI Guidance Documents
6. TRI Training and Other Related Training Activities
7. Support for TRI Information Products, Data Access and Analysis
8. Support for Data Access and Analysis Tools and Analytical Guidance
9. Recommendations regarding Technical Requirements to Enhance TRI Electronic Capabilities
10. Community Scale Analysis and Health Effects Impact Communication
11. Provide Support for TRI Meetings/Conferences and other Outreach Efforts
12. Other Assistance to the TRI Program as Requested

PERIOD OF PERFORMANCE

The period of performance for this order will be a 12-month base period and four one-year option periods.

SCOPE OF WORK

The following activities shall be undertaken in the performance of this contract, when requested by EPA:

Task 1. Conduct Analyses and Provide Support for TRI and Other Data

- Conduct TRI and related data analyses, including industry-specific, chemical-specific, process-specific, small business-oriented, location-specific, and environmental justice analyses;
- Conduct trend analyses of the TRI data over time (*e.g.*, by industry, chemical, geographic area)
- Conduct analyses using TRI data that involve other data (*e.g.*, chemical specific data, geographic data, data collected by other EPA Programs or other federal organizations, data collected by other pollutant release and transfer registries (PRTRs));
- Conduct process analyses related to the manufacturing, processing, or other use of TRI chemicals to determine the nature of potential chemical releases (volume, duration, frequency) or other waste management activities;
- Evaluate control technologies that are being used and the releases or other waste-management activities that could be expected for certain production-related activities;
- Conduct analyses of the chemical amounts reported to TRI by specific industrial sectors to determine the extent to which the releases differ among similar facilities (*e.g.*, facility size, production volume, raw materials, etc.) and whether data quality checks may be warranted;
- Evaluate or conduct analyses on, or using, pollution prevention data and information reported to TRI, to assess implementation of source reduction practices (*e.g.*, green chemistry).
- Conduct analyses of the amounts reported in certain fields of the TRI reporting forms to address questions about data quality or particular activities (*e.g.*, pollution prevention or recycling);
- Conduct analyses and develop options for providing scientifically-sound, hazard-based information and/or tools to TRI data users; and
- Conduct analyses on other TRI-related topics that arise.

Task 2. Enhance the Quality of TRI Data and Data Use

- Evaluate the quality of TRI facility reports, including original submissions, as well as revisions and withdrawals;
- Provide ongoing support for analyzing the types and magnitude of revisions that are submitted over time by specific facilities;
- Provide support for identifying, evaluating, and addressing particular data quality concerns;
- Provide support for developing, tracking, and reporting on measures that reflect the quality of the TRI data
- Provide support for TRI enforcement targeting and related activities; and
- Identify recommendations for preventing or reducing recurring data quality issues.

Task 3. Provide Support for TRI Regulatory Activities and Related Efforts

- Provide support that the TRI program can use to identify, evaluate, and develop possible strategies to address particular issues about the TRI reporting requirements for certain chemicals, industry sectors, or facilities;
- Conduct analyses of new rules in support of environmental or other programmatic actions from data, background studies and other analyses necessary to appropriately assess economic impact caused by the proposed regulation;
- Gather information, conduct background research, and conduct analyses that will assist the TRI Program in rulemaking activities;

- Conduct programmatic, economic, or other analyses that provide information that EPA can use to identify or develop regulatory options;
- Provide analyses and other data and information needed for formal and informal public meetings on TRI regulatory activities or other activities;
- Organize, categorize, summarize, and assist with draft responses to public comments on specific TRI regulatory activities or other activities;
- Provide support for TRI Program activities that are undertaken in response to petitions to list or delist chemicals from the TRI list;
- Provide support for TRI Program activities that are undertaken in response to petitions to add or remove industry sectors from the list of sectors that are subject to the TRI reporting requirements; and
- Provide support for other TRI Program activities that relate to the addition or deletion of chemicals from the TRI list, or addition or deletion of sectors from the list of sectors that are subject to the TRI reporting requirements.

Task 4. Provide Economic Analyses and Related Support for Regulations

- Prepare economic analyses, small business analyses, and burden estimates for TRI reporting and record-keeping, as needed for various TRI rulemaking activities;
- Assist in developing the TRI Program's Information Collection Request (ICR), including the development of the ICR supporting statements and related economic analyses and burden estimates;
- Provide economic methodologies and information that the TRI Program can use to incorporate economic considerations into its decision-making processes; and
- Conduct analyses required to address statutory and Executive Order reviews associated with TRI rule-makings (*e.g.*, Executive Order 12866, Regulatory Planning and Review; Paperwork Reduction Act; Regulatory Flexibility Act, as amended by the Small Business Regulatory Enforcement Fairness Act of 1996; Unfunded Mandates Reform Act; Executive Order 13132, Federalism; Executive Order 13175, Consultation and Coordination with Indian Tribal Governments; Executive Order 13211, Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use; Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks; National Technology Transfer and Advancement Act; and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations).

Task 5. Assist in Developing the TRI Reporting Forms and Instructions and TRI Guidance Documents

- Assist in developing the annually updated TRI Reporting Forms and Instructions document and in identifying changes or new items that need to be highlighted, and ensure Section 508 compliance of all materials;
- Assist the TRI Program in evaluating existing TRI guidance documents – chemical specific, industry-specific, and general - to ensure the usefulness and accuracy of the documents;
- Identify, evaluate, and develop recommendations on the use of other information sources that regulated facilities may use to determine the quantities reported on their TRI forms;
- Assist EPA in addressing input from regulated facilities, industry associations, and TRI report preparers on the areas in which additional or revised TRI guidance is needed;
- Assist in identifying TRI guidance documents that are outdated or that otherwise need to be revised;

- Assist in developing and refining electronic system to store, interrelate, access, and manage TRI guidance; and
- Assist in developing new or revised TRI guidance documents.

Task 6. Support TRI Training and Other Related Training Activities

- Assist in the development, revisions and/or updates of annual TRI online training, and ensure Section 508 compliance of all materials;
- Work with the TRI Program to ensure that the audio-portion of TRI training materials is available through the TRI website, and
- Support other training activities as needed.

Task 7. Support for TRI Information Products, Data Access and Analysis

- Assist the TRI Program in preparing for the annual TRI National Analysis by conducting specific data analyses and developing appropriate charts, graphs, and descriptive materials;
- Assist in developing the TRI National Analysis and related briefing and communication materials;
- Provide quick turn-around support for data analyses (*i.e.*, 24 hours or less) to assist EPA in addressing questions posed by upper management, stakeholders, the media and members of Congress in response to the TRI National Analysis;
- Develop other TRI communication materials as needed, including, but not limited to fact sheets, briefings, posters, and other documents; and
- Provide support for assessing existing information products, exploring alternatives, and developing new products.

Task 8. Support for Data Access and Analysis Tools and Analytical Guidance

- Provide research and analytical support to locate, transform, and integrate data not collected by the TRI program into TRI tools. Integration may be direct integration into a database, as independent data tables or as analytical guidance documents,
- Support web site development and maintenance associated with TRI tool

Task 9. Recommendations regarding Technical Requirements to Enhance TRI Electronic Capabilities

- Provide technical guidance and recommendations on TRI website design and development; and
- Recommend technical requirements to enhance the TRI Program's electronic reporting, data exchange, and information dissemination capabilities.
- Review the existing applications and provide recommendations for enhancing functionality.
- Test the application in functionality, accuracy and speed. Determine how various data gaps in tools may impact analytical results. Recommend short and long term approaches to minimize impacts.
- Research and provide responses to analysts' discovery of potential bugs in the data or tools and which require analytical methods beyond basic help desk capabilities.

Task 10. Community Scale Analysis and Health Effects Impact Communication

- Support the development and implementation of risk communication, community-scale TRI and related information analyses. This may include developing materials for a TRI risk

communication documents, community webpage, developing analytical products using TRI data and other Agency data with companion “how to” guides that could be used by others to replicate similar analyses elsewhere;

- Provide information on risk assessment and risk communication, health effects of TRI-listed chemicals based on expert scientific references provided by NTP, IRIS, and other sources,
- Provide support for TRI community engagement and environmental justice education and outreach materials; TRI Community Engagement analytical products; and materials to support TRI regional and state coordinators’ community engagement activities and/or materials to support regional EPA staff leads for EPA’s cross-agency community engagement pilot projects, and
- Assist in the development of training materials and logistics.

Task 11. Provide Support for TRI Meetings/Conferences and other Outreach Efforts

- Provide support for TRI outreach efforts, both within and outside the Agency;
- Consult with and gather information from other international, federal, state, and local government agencies that may help the TRI Program reduce reporting burdens, enhance the use and utility of the TRI data, and/or provide support for compliance monitoring and enforcement activities;
- Provide logistical, administrative, and technical support for TRI meetings with other EPA programs/regions, states, industry, small businesses, environmental groups, and community-right-to-know groups;
- Assist in developing agendas, briefing materials, and handouts for formal and informal public meetings;
- Work with the TRI Program to develop ICRs for TRI survey instructions, if necessary;
- Develop one or more draft survey instruments that can be used to assess and better understand the needs/issues faced by TRI data users and regulated facilities;
- Work with EPA to test the draft survey instruments(s) and make changes as appropriate;
- Conduct the survey(s) as appropriate, and analyze and present the results of the survey(s) to the TRI Program; and
- Develop options for addressing any major issues or needs identified through the survey(s).

Task 12. Provide other Assistance to the TRI Program as Requested

- Review, summarize, and evaluate TRI data and related data and written materials, using standard statistical tools and approaches; such evaluations may include (but are not limited to) evaluation of the quality of the data, the methodologies used, and/or the conclusions being drawn, as well as related policy implications; and
- Develop reports or other documents on special topics that relate to the TRI Program.

DELIVERABLES

Work Plan – within 15 days of receipt

Revised Work Plan – within 5 days of receipt if requested

Task Deliverables:

Task 1: Craft tables, graphs, charts, and other visual reports/tools to show data analyses. Deliverables developed pursuant to this task shall be well-written, understandable to intended users, and quality-controlled documents that would likely include one or more of the following: tables; graphs; charts; Excel spreadsheets; flow diagrams; or other use presentation formats intended to facilitate clarity and comprehension.

Task 2: Evaluate, analyze, process, identify, develop, track, report and provide recommendations on data quality measures and data quality issues. Upon request, develop annual data quality reports.

Task 3: Provide support and assistance for public meetings, research, regulatory activities, economics, technical analyses, and other TRI regulatory activities.

Task 4: Provide and assist with economic analyses, burden estimates, and methodologies for the TRI ICR (prior October 2014), and statutory and Executive Order reviews associated with TRI rulemakings.

Task 5: Assist with development of the annual TRI Reporting Forms and Instructions and evaluate new and existing TRI guidance documents and information sources. The RFI must be completed by late winter of each year. Deliverables developed pursuant to this task shall be well-written, understandable to intended users, and quality-controlled documents that would likely include one or more of the following: tables; graphs; charts; Excel spreadsheets; flow diagrams; or other presentation formats intended to enhance clarity and comprehension. The TRI Reporting Forms and Instructions document and the range of existing TRI guidance materials can be accessed at the TRI website (www.epa.gov/tri).

Task 6: Develop, revise and or update TRI online training materials; work with the TRI Web coordinator on the audio-accompaniment for the online modules. Deliverables developed pursuant to this task shall be well-written, understandable to intended users, and quality-controlled documents that are Section 508 compliant.

Task 7: Develop charts, graphs, and descriptive and briefing materials for the annual TRI National Analysis. Other materials include fact sheets, posters, brochures, and more formal documents. Deliverables expected pursuant to this task would be well-written, easy to understand, quality-controlled documents that would likely include one or more of the following: tables; graphs; charts; Excel spreadsheets; flow diagrams; and other easy to understand and use presentation formats. These materials are typically due by late fall of each year.

Task 8: Design, develop, and assist with deployment within EPA of TRI data analysis and access tools. Debug and refine existing data tools suitable for public usage. Delivery will include but not necessarily simultaneously a web landing page and web training sessions.

Task 9: Provide technical guidance and recommendations to enhance the TRI program website and electronic reporting and data exchange capabilities.

Task 10: Provide support for community-scale and health effects impact (e.g., zip code(s), county, census block(s), radii, etc.) TRI and related analyses that address specific environmental problem(s) and potential solution(s). Deliverables expected to be 10-20 page reports (there are two community analyses per year) with text, tables, graphics, executive summaries and summary presentations – all of which would be suitable for making public via the TRI web page. Typically, two community analyses will be conducted per year with a mid-winter delivery date.

Task 11: Gather information from other international, Federal, state, local, Tribal government agencies and industry that may help support the mission and objectives of the TRI Program. Provide logistical, administrative and technical support for meetings, conferences and outreach efforts. Develop survey instruments, agendas, briefing materials and handouts. Conduct and present results of surveys and survey options as appropriate.

Task 12: Review and evaluate TRI data using standard statistical tools and approaches. Develop reports related to the TRI Program.

ADDITIONAL TECHNICAL REQUIREMENTS AND INFORMATION

(1) TELEWORKING

In accordance with 41 U.S.C. 3306(f), the contractor is not prohibited from allowing its employees to telecommute in the performance of this task order as long as the following conditions are met prior to the commencement of telework by any contractor employee working under this task order and approved in writing by the Contracting Officer and Contracting Officer Representative (COR), if delegated therefore:

1. Teleworking is in the best interest of the Government;
2. Work to be accomplished at telework site is portable, directly related to the scope of work under the respective task order, and provides a direct benefit to the Government;
3. The contractor employee's billable time to the contract can be monitored and/or confirmed by the contractor;
4. Teleworking does not cause a security concern that cannot be mitigated without additional expense to the Government; and
5. Protection of information (i.e., proprietary information, confidential business information; personally identifiable information) will be handled in accordance with Agency confidentiality and non-disclosure requirements.

(2) SECTION 508 COMPLIANCE

All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D, as amended, or provided equivalent facilitation in order to ensure compliance with Section 508, as applicable. Contractors shall register with the Buy Accessible Data Center at www.buyaccessible.gov within sixty (60) calendar days of award of the Basic Contract. It is the Contractor's responsibility to keep their information current. For more information regarding Section 508 compliance, visit www.section508.gov.

(3) RESOURCES FOR ONSITE CONTRACTOR PERSONNEL

Contractor on-site personnel will have the use of Government space, and will be supplied with a EZTech laptop for use during work hours on-site, an EPA email account for work-related support, and access to the EPA network printers to use while working on-site. The on-site workspace includes: telephone and standard EPA furniture desk and chair.

(4) SPECIAL SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING RESPONSE SERVICES AND/OR WORK ON A FEDERAL FACILITY

This applies to Contractor and subcontractor personnel who will work at a designated "Sensitive Site," at a Government site or have access within the Agency computer systems.

(a) Definitions:

(1) Sensitive Activities: A "Sensitive Activity" is an activity that the Environmental Protection Agency (EPA) has determined to have significant security concerns. A Sensitive Activity will be identified by the Contracting Officer (CO) and can be a task, place, or position that the CO has determined to be of such sensitivity to the Agency that higher level suitability criteria must be met by the

Contractor's personnel before performance. Examples of Sensitive Activities are law enforcement activities, geographically sensitive locations such as military installations and Government buildings, and certain IT activities.

(2) Suitability Criteria: "Suitability Criteria" refers to pertinent information obtained through background checks used to identify character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract, task order, delivery order or subcontract for EPA without undue risk to the interests of the Government.

(3) Contractor Responsibility: Contractors are responsible for performing background checks and applying the Government's suitability criteria, identified in paragraph (e), before the individual employee(s) may perform task order services for the EPA that involve access to EPA's Intranet and meet the HSPD-12 criteria. Contractors shall provide only those employees that meet the Government's suitability criteria identified in paragraph (e). Background checks must be performed only once by the successful Contractor for the period of performance of the task order. The coverage of the background check must include, at a minimum, a check of criminal history through national, state, and county law enforcement jurisdictions. Additionally, the check must provide sufficient information to permit the Contractor to apply the Government's suitability criteria. The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work onsite. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning onsite work. At a minimum, the background check will include:

- i. National criminal and civil records
- ii. Credit report
- iii. Social security number trace
- iv. Verification of US citizenship, visa legal H-1B, or legal resident status
- v. Written inquiries to appropriate local law-enforcement agencies former employers and supervisors
- vi. Check of references
- vii. Verification of claimed degrees/education/military service
- viii. Professional license and certification verification

(b) In order to perform and continue performing work under this task order, all Contractor and subcontractor personnel shall be subject to an Agency-determined background investigation commensurate with the personnel's level of access and privileges to Agency data and systems. At a minimum, all Contractor and subcontractor personnel must receive a favorable National Agency Check with Inquiries (NACI) plus a credit search report that the Agency will conduct. To avoid unnecessary delays, new Contractor and subcontractor personnel will be granted interim access to Agency data and systems that are required by the task order pending completion of the background investigation. The Government will immediately terminate the Contractor's or subcontractor's employee's access to Agency data and systems, including passwords, if a background investigation produces unacceptable results as determined by the Agency.

(c) Contractors shall verify that the Contractor has met the following minimum pre-screening requirements for the personnel the Contractor plans to use on the task order.

(d) For each Contractor and subcontractor employee that will be assigned to the task order, the Contractor and subcontractor shall complete a Questionnaire for Public Trust Positions, SF 85p, a Credit Release Authorization and two (2) Standard Applicant Fingerprint Cards (Form FD 258). These forms shall be forwarded to the COR prior to a Contractor or subcontractor employee beginning to work onsite

or having access to Agency data or systems.

(e) The Agency will accept existing favorable NACI plus credit search reports for proposed Contractor and subcontractor employees that are not older than three (3) years at the time the Contractor or subcontractor provides them to the COR.

(f) Prior to commencement of task order performance, the Contractor shall notify the CO, in writing, that the background checks and application of the suitability determination criteria, as set forth in (e) above, have been completed for affected individuals.

(g) Under the FY 2001 Defense Authorization Act, (P.L. 106-398), including Title X, subtitle G “Government Information Security Reform.” Contractors are subject to the provision of the Computer Security Act of 1987. The Contractor and its team of subcontractors shall conform to the provisions of these Acts.

(h) Whenever the Contractor becomes aware that the retention of an employee for work at an onsite location under this task order is inconsistent with the interests of national security, such information shall be immediately provided to the CO that the Contractor has removed that employee, and the Contractor shall replace the employee with a qualified substitute. The removal and replacement shall be at no cost to the Government.

(i) The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this task order. The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this task order.

Mod #	Reason For Modification	Status	Date Signed	Obligation	Total Amount without Options	Total Amount
P00019	Funding Only Action	Released	06/22/2020	\$67,985.81	\$0.00	\$0.00
P00018	Funding Only Action	Released	06/03/2020	\$22,000.00	\$0.00	\$0.00
P00017	Funding Only Action	Released	02/28/2020	\$210,000.00	\$0.00	\$0.00
P00016	Exercise an Option	Released	12/18/2019	\$390,000.00	\$1,432,586.00	\$0.00
P00015	Other Administrative Action	Released	11/18/2019	\$0.00	\$0.00	\$0.00
P00014	Other Administrative Action	Released	10/24/2019	\$0.00	\$0.00	\$0.00
P00013	Other Administrative Action	Released	09/25/2019	\$0.00	\$0.00	\$0.00
P00012	Funding Only Action	Released	09/17/2019	\$48,904.78	\$0.00	\$0.00
P00011	Funding Only Action	Released	07/03/2019	\$476,693.00	\$0.00	\$0.00
P00010	Other Administrative Action	Released	06/07/2019	\$260,000.00	\$0.00	\$0.00
P00009	Funding Only Action	Released	04/17/2019	\$595,000.00	\$0.00	\$0.00
P00008	Other Administrative Action	Released	02/15/2019	\$0.00	\$0.00	\$0.00
P00007	Funding Only Action	Released	12/27/2018	\$240,000.00	\$1,386,812.00	\$0.00
P00006	Other Administrative Action	Released	10/16/2018	\$0.00	\$0.00	\$0.00
P00005	Funding Only Action	Released	06/15/2018	\$658,307.00	\$0.00	\$0.00
P00004	Other Administrative Action	Released	05/01/2018	\$0.00	\$0.00	\$0.00

Mod #	Reason For Modification	Status	Date Signed	Obligation	Total Amount without Options	Total Amount
P00003	Other Administrative Action	Released	01/23/2018	\$0.00	\$0.00	\$0.00
P00002	Other Administrative Action	Released	01/17/2018	\$0.00	\$0.00	\$0.00
P00001	Funding Only Action	Released	01/09/2018	\$520,000.00	\$0.00	\$0.00
BASE		Released	12/29/2017	\$225,000.00	\$1,403,307.00	\$7,474,518.00